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PATENT APPLICATION

ATTORNEY DOCKET NO. 200309653-1IN THE
UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor(s): George H. Forman

Application No.: 10/654,821

Filing Date: 09-04-2003

Confirmation No.: 5191

Examiner: Brent S. Stace

Group Art Unit: 2181

Title: Determining Point-of-Compromise

Mail Stop Appeal Brief - Patents
Commissioner For Patents
PO Box 1450
Alexandria, VA 22313-1450TRANSMITTAL OF REPLY BRIEFTransmitted herewith is the Reply Brief with respect to the Examiner's Answer mailed on June 7, 2007.

This Reply Brief is being filed pursuant to 37 CFR 1.193(b) within two months of the date of the Examiner's Answer.

(Note: Extensions of time are not allowed under 37 CFR 1.136(a))

(Note: Failure to file a Reply Brief will result in dismissal of the Appeal as to the claims made subject to an expressly stated new ground rejection.)

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Date of facsimile: August 7, 2007

Typed Name: Ginger Yount

Signature: 

Respectfully submitted,

George H. Forman

By: 

Dan C. Hu

Attorney/Agent for Applicant(s)

Reg No.: 40,025

Date: August 7, 2007

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Rev 10/06a (ReplyBrief)

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	George H. Forman	§	Art Unit:	2161
		§		
Serial No.:	10/654,821	§		
		§	Examiner:	Brent S. Stace
Filed:	September 4, 2003	§		
		§		
For:	Determining Point-of-Compromise	§	Atty. Dkt. No.:	200309653-1 (HPC.0329US)

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REPLY BRIEF

Sir:

The following sets forth Appellant's Reply to the Examiner's Answer dated June 7, 2007.

A. REPLY TO EXAMINER'S ANSWER REGARDING CLAIM 19

In the Examiner's Answer, for the first time, the Examiner made the following assertion: "Essentially, transactions are authorized points-of-use." 6/7/2007 Examiner's Answer at 26. Thus, the Examiner has adopted the construction that a transaction is an authorized point-of-use as recited in claim 19.

This construction of "authorized point-of-use" by the Examiner is unreasonable. The term "transactions" and "authorized points-of-use" are *both* used in claim 19. If according to the Examiner "transactions are authorized points-of-use," then every occurrence of "authorized points-of-use" in claim 19 can be replaced with "transactions," which would result in a meaningless claim. For example, the third clause of claim 19 would be replaced as follows: "for

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each of said ~~authorized points-of-use~~ transactions involved in at least one of said transactions involving at least one of said compromised credit cards, creating a tally of said transactions for each ~~points-of-use~~ transaction, and incrementing each said tally for each occurrence of transaction involving at least one of said compromised credit cards." As can be readily seen, the construction taken by the Examiner of equating "transactions" with "authorized points-of-use" has rendered at least the foregoing clause meaningless, which is a strong indication that the position taken by the Examiner is completely erroneous.

The remainder of the Examiner's arguments are based on this erroneous construction of "authorized points-of-use." Also, Appellant's arguments presented in the Appeal Brief rebut the Examiner's arguments raised in the Response to Arguments section of the Examiner's Answer.

In view of the foregoing, and in view of the arguments presented in the Appeal Brief, reversal of the final rejection of the above claim is respectfully requested.

B. REPLY TO EXAMINER'S ANSWER REGARDING INDEPENDENT CLAIM 1

With respect to claim 1, the Examiner made the following erroneous statement: "The claimed 'interaction factors' are tallies for the number of times the card was used." 6/7/2007 Examiner's Answer at 30. That is an incorrect interpretation of claim 1.

Claim 1 recites a method that includes calculating interaction factors for respective second members (which are potential points-of-compromise) that are part of interactions involving third members (which are compromised first members), where each interaction factor indicates a number of occurrences of interactions involving the third members at a corresponding second member. Thus, claim 1 specifically teaches the calculating of interaction factors indicating numbers of occurrences of interactions for respective *potential points-of-compromise*.

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Claim 1 further recites predicting at least one potential point-of-compromise from results of the calculating.

In the Examiner's Answer, the Examiner pointed specifically to column 8, lines 15-20, as teaching the interaction factors of claim 1. *See 6/7/2007 Examiner's Answer at 30.* ("Particular attention should be brought to Anderson, col. 8, lines 15-20."). Column 8, lines 15-20 of Anderson refers to the following parameters: number of days card appears in the POS five-day table, total number of successful transactions in the history table, total number of successful transactions for greater than two hundred dollars in the POS five-day table, and total dollar amount of successful transactions by card in the POS five-day table. However, the parameters of the cited column 8 passage are scoring parameters that score "all cards and transactions." Anderson, 7:50-51. The cited passage does not disclose interaction factors for respective *potential points-of-compromise* that are part of interactions involving compromised first members (third members). Again, to the extent that the Examiner is equating "transactions" with "potential points-of-compromise," as used in claim 1, such a construction would be unreasonable.

In view of the foregoing, and the reasons stated in the Appeal Brief, reversal of the final rejection of the above claim is respectfully requested.

C. REPLY TO EXAMINER'S ANSWER REGARDING CLAIM 11

In the Examiner's Answer regarding claim 11, the Examiner again took the position that transactions are potential points-of-compromise, as recited in claim 11. 6/7/2007 Examiner's Answer at 31. Scoring transactions is clearly not the same as assigning point-of-compromise scores to each of potential points-of-compromise (second items) that are involved in the

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extracted interactivities, where each score is indicative of frequency of the extracted interactivities occurring at the corresponding second item, as recited in claim 11.

Therefore, for the foregoing reasons, and the reasons stated in the Appeal Brief, reversal of the final rejection of the above claim is respectfully requested.

D. REPLY TO EXAMINER'S ANSWER REGARDING CLAIM 29

The Examiner's Answer regarding claim 29 is also based on the incorrect premise that the Examiner took with respect to the other claims. Therefore, the final rejection of claim 29 should be reversed for the reasons stated in the Appeal Brief.

E. REPLY TO EXAMINER'S ANSWER REGARDING CLAIM 28

In the Examiner's Answer regarding claim 28, the Examiner cited column 8, lines 10-13, of Anderson, as teaching "a tally for each merchant." Note that the actual language of claim 28 is as follows: "incrementing a tally for each merchant associated with each related said data point." Claim 28 also recites: "for a given set of compromised credit card numbers, extracting each related said data point of said matrix." Thus, the "related said data point" in the "incrementing" clause of claim 28 is an extracted data point for a given set of compromised credit card numbers. Column 8, lines 10-13, of Anderson refers to a parameter that is part of "per card information." See Anderson, columns 7-8, Table 1. The scoring parameter in lines 10-13 of column 8 of Anderson is as follows: "More than one successful transaction at the same terminal ID (pre-authorizations?)." The parameter that indicates "more than one successful transaction at the same terminal ID" has nothing to do with the claimed subject matter, which recites incrementing a tally for each merchant associated with each related said data point, where "each related said data point" is extracted for a given set of *compromised credit card numbers*.

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Moreover, note that the scoring parameters in Table 1 in columns 7 and 8 of Anderson are used for scoring "cards" and "transactions," not for maintaining a tally for each merchant associated with each "related said data point" that is extracted for a given set of compromised credit card numbers.

For the foregoing reasons, and the reasons stated in the Appeal Brief, reversal of the final rejection of the above claim is respectfully requested.

F. REPLY TO EXAMINER'S ANSWER REGARDING CLAIMS 17 AND 18

In the Examiner's Answer regarding claim 17, the Examiner argued that "Appellant's claims and specification do not limit 'members' as not being cards, transactions, or events." 6/7/2007 Examiner's Answer at 35. Note that claim 17 recites "transaction," and that this "transaction" is "between first members and second members," wherein "said first members are subject to compromise and said second members are each a potential point-of-compromise." Assuming for the sake of argument that the "second member" is equal to a "transaction," then the first clause of claim 17 would be rewritten as follows: "in a set of data files, logging every individual *transaction between first members and second members* transactions, wherein said first members are subject to compromise and said ~~second members~~ transactions are each a potential point-of-compromise." This construction taken by the Examiner has rendered at least this first clause of claim 17 meaningless.

If "second members" are to be construed as cards, then that would also render claim 17 meaningless. Note that a card is subject to compromise, so that a card is a type of the "first members" recited in claim 17. If "second members" in claim 17 is read to be cards, then the Examiner has equated "second members" with "first members" in claim 17, a result that would also render claim 17 meaningless.

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The "events" referred to by the Examiner are groups of transactions. Groups of transactions cannot constitute the second members recited in claim 17, where "second members are each a potential point-of-compromise." In view of the foregoing, and the arguments set forth in the Appeal Brief, reversal of the final rejection of the above claims is respectfully requested.

G. CONCLUSION

The remaining claims are allowable for reasons stated in the Appeal Brief. In view of the foregoing, and in view of the arguments presented in the Appeal Brief, reversal of all final rejections is respectfully requested.

Respectfully submitted,

Date: Aug 7, 2007


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